Invitation for Bid 190011335
Gas & Water Type Valve Boxes

Pre-Bid Meeting: August 7, 2019 at 10:00 A.M. EST
Pre-Bid Meeting Location: City Hall, 900 East Broad Street, 11th Floor, Room 1104
Deadline for Questions Submittal: August 15, 2019 at 5:00 P.M. EST
Bid Due Date: August 26, 2019 at 2:00 P.M. EST
Bid Opening: August 27, 2019 at 2:00 P.M. EST
Bid Receipt Location: City Hall, 900 East Broad Street, 11th Floor, Room 1104

Invitation for Bids Prepared by:
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City of Richmond, Department of Procurement Services
900 East Broad Street, Room 1104, Richmond, VA 23219
http://www.richmondgov.com/Procurement/BidsProposals.aspx

Formal IFB Form dated 1-12-2017
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SEALED BIDS WILL BE RECEIVED at the Department of Procurement Services, City Hall, 900 E. Broad Street, Rm. 1104, Richmond, Virginia 23219, UNTIL BUT NOT LATER THAN 2:00 P.M. ON August 27, 2019 AND WILL BE OPENED 2:00 P.M. ON August 28, 2019.

To Procurement Services, Room 1104, 900 East Broad Street, Richmond, Virginia:

Gas & Water Type Valve Boxes

Made by: _________________________________________________________
          (Name and Title of Individual Executing the Bid)

Name of Bidder: ___________________________________________________
          (Company Name)

Full Address: ______________________________________________________

City and State: ____________________________________________________

Phone Number: ____________________ Fax Number: _________________

Email Address: _____________________________________________________

Virginia Contractor’s Registration Number: _____

Federal Tax Identification Number: __________

By submission of this bid and authorized signature therein, the above-named Bidder certifies and affirms compliance with all terms and conditions herein and declares that:

1) the Bidder is of lawful age and that no other person, firm, corporation or joint venture has any interest in this Bid or in the Contract proposed to be entered into.

2) the Bid is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a Bid for the same purposes, and is in all respects fair and without collusion or fraud.

3) the Bidder is not in arrears to the City of Richmond, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City of Richmond; and has not been delinquent or unfaithful in any former contract with the City of Richmond.

4) no officer or employee or person whose salary is payable in whole or in part by the OWNER is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

5) in compliance with Sec. 3.3 of the General Conditions of the Contract, the Bidder has carefully examined the site of the work and that, from his own investigations, is satisfied as to the nature and location of the work, the character, quality, and quantity of materials and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.

6. That the Bidder has thoroughly examined and is familiar with copies of the Contract Documents and the following addenda receipt of which is hereby acknowledged.

IFB#_190024009
7) The Contract will be awarded to the lowest responsive, responsible Bidder whose Total Unit Price Base Bid as offered in the Bid Form represents the lowest total price and complies with the conditions of the Bid, provided the bid is reasonable and it is to the best interest of the Owner to accept it.

8) The undersigned furthermore agrees to perform at the request of the Owner, any related extra (or less) work than required by the Contract Documents which may arise during construction on the basis of a lump sum, unless noted otherwise, negotiated between the Contractor and the Owner for said extra (or less) work or for a compensation of actual cost of labor, material and equipment rental involved in said extra (or less) work plus a percentage computed as listed below for overhead and profit as described in the Conditions of the Contract:

Where the work is performed by the Contractor’s own forces, the percentage shall be _________ percent (%) of the cost of the work for overhead and or profit, not to exceed 15%. Where work is performed by a subcontractor, the percentage due to the subcontractor plus the General Contractor’s mark-up shall be _________ percent (%) of the cost of the work for overhead and/or profit, not to exceed 25%.

9) If accepted by the Owner, the Bidder shall execute the contract and furnish, satisfactory to the Owner, a Performance Bond and Payment Bond for labor and materials in accordance with the General Conditions of the Contract unless so stated elsewhere in the bid documents.

10) Bidder agrees that no contract shall result from the submission of his bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner.

11) Accompanying this Bid is a certified or cashier’s check in accordance with the General Conditions made payable to the City of Richmond in the sum of $_______ which check is to be forfeited as liquidated damages if, in case this Invitation for Bid is accepted, the undersigned shall fail to execute the attached contract in accordance with the General Conditions; OR a Bid Bond for not less than five percent (5%) of the bid amount set forth in item 14 of this Bid Form. Should the bidder so elect, said check will be returned to the undersigned upon delivery of a satisfactory bond.

12) Bidder certifies that he is properly registered as a licensed Contractor under Title 54.1 of the Code of Virginia (1950), as amended. The number and expiration date is affixed below.

13) For the consideration set forth, and identified by this signature, **(EACH BID SHEET CONTAINING A PRICE REPRESENTATION MUST HAVE THE SAME SIGNATURE AS ABOVE IN THE SPACE PROVIDED)**, the Bidder proposes to furnish all materials, tools, labor and equipment of every description, except such materials specified to be furnished by the Owner, necessary to accomplish all work required by and in accordance with the Request for Qualification (if
applicable), drawings, specifications, General Conditions, special provisions, bid forms, contract, bond, and any addenda associated with this project, all of which are hereby made a part of this Invitation for Bid.

__________________________________________________________

(Price in Words)

$_________________________________________________________

(Price in Figures)

In submitting this bid, it is understood that the City of Richmond, Virginia, reserves the right to reject any and all bids or to award in whole or in part as determined to be in the best interest of the City. It is agreed that this Bid may not be withdrawn for a period of 60 days from the opening thereof.

Respectfully Submitted,

____________________________________________

(Name of Individual, Firm, or Corporation making bid)

____________________________________________

By (Signature)

____________________________________________

Virginia Contractor’s Registration Number

____________________________________________

Federal Tax ID Number
SIGNATURE SHEET

This signature sheet must be included as part of the bidder’s bid, or the City will not consider the bid. The bidder’s signature below certifies that this bid as submitted complies with, and the bidder agrees to be legally bound by, all terms and conditions set forth in Invitation for Bids No. 190011335 for Gas & Water Type Valve Boxes. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this bid on behalf of the bidder.

Complete Legal Name of Bidder Firm: ________________________________

“Order from” Address: ____________________________________________

“Remit to” Address: ______________________________________________

Federal EIN / SSN: ________________________________________________

Authorized Signature: _____________________________________________

Printed Name of Signatory: _________________________________________

Title of Signatory: ________________________________________________

Telephone Number with Area Code: _________________________________

Fax Number with Area Code: _________________________________________

E-Mail Address: ____________________________________________________

Date: ____________________________________________________________________
STATEMENT OF NO OFFER

Bidders not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contracting Officer responsible for this solicitation at least ten business days prior to the solicitation closing date.

IFB No.: ___________________________ Service: ___________________________

The undersigned firm declines to submit an offer on the IFB for the following reasons:

☐ Unable to meet statement of needs
☐ Requirements are unclear or restrictive (explain in remarks)
☐ Unable to meet required delivery or performance date
☐ Unable to meet insurance requirements
☐ Insufficient time to respond to the solicitation
☐ Do not offer requested commodity or service, please remove our name from the City of Richmond’s bidder’s list for this commodity or service only.
☐ Other (explain in remarks)

Remarks:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

A firm’s failure to return completed form may result in the removal from the City of Richmond bidder’s list for the commodity or service requested above.

Firm Name: _____________________________________________________________

Authorized Representative: ________________________________________________

Signature: ______________________________________________________________

Telephone: ______________________________________________________________

Date: ___________________________________________________________________
STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: ___________________________________________

Virginia State Corporation Commission registration information. The bidder:

☐ is a corporation or other business entity with the following State Corporation Commission identification number:

____________________

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder’s request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.
PART I
SPECIFICATIONS

1. **BACKGROUND**

Richmond Gas Works (RGW) desires to contract with a qualified firm for the purpose of furnishing and delivering Gas and Water Type Valve Boxes to Richmond Gas Works. Delivery shall be made to the DPU Warehouse facility, if and when ordered, on an as needed when needed basis. The quantities for this Invitation for Bid (IFB) are estimated.

2. **STATEMENT OF WORK**

A. To provide Richmond Gas Works need for Gas and Water Type Valve Boxes to the City of Richmond, Department of Public Utilities' Warehouse.

B. Delivery time estimates are required for inventory planning and may be a factor in determining the responsiveness of vendors in awarding this contract. Delivery times should be from notification of an order to delivery in Richmond.

C. Delivery F.O.B: 400 Jefferson Davis Highway, Richmond, VA 23224. Required Time for Delivery: 4 - 6 weeks

D. Delivery Time: Normal - ______ days; Not to exceed – ______ Days

E. Deliveries shall be accepted Monday thru Thursday (excluding City Holidays) between the hours of 10:00 a.m. and 2:00 p.m., Eastern Standard Time. Deliveries are accepted on a first come first serve basis and delivery appointments are not required.
3. **SPECIFICATIONS**

A. THE WHITE ABS (Acrylonitrile-Butadiene-Styrene) PLASTIC SHALL MEET THE FOLLOWING TEST METHODS AND VALUES:

<table>
<thead>
<tr>
<th>Properties</th>
<th>Test Method ASTM</th>
<th>Minimum Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength</td>
<td>D-638</td>
<td>6000 PSI</td>
</tr>
<tr>
<td>Flexural Modulus</td>
<td>D-790</td>
<td>300,000 PSI</td>
</tr>
<tr>
<td>Impact Strength Izod</td>
<td>D-256</td>
<td>3.5-6/0 FT.LB/IN</td>
</tr>
<tr>
<td>Deflection Temp.@ 66 PSI</td>
<td>D-648</td>
<td>185 Degrees F</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>D-792</td>
<td>1.05</td>
</tr>
</tbody>
</table>

B. THE CAST IRON VALVE BOX SHALL MEET THE FOLLOWING TEST STANDARDS AND VALUES:

1) ASTM-A-48 CLASS 30 SPECIFICATIONS FOR GRAY IRON CASTINGS
2) Class B Graphite Flake
3) H20 rated loading
4) 3/16” Minimum wall Thickness
5) All castings shall be free of holes, cracks, shrinkage, or other surface defects.
6) All components must interchange with listed Bingham and Taylor parts.
7) Each casting must meet the following minimum weight requirements
   - 5 ¼” Round Valve Box Lid Marked “Water” – 13 lbs.
   - 5 ¼” Square Valve Box Lid Marked “Gas” – 14 lbs.

4. **CITY REQUIREMENTS**

A. The contractor must maintain an adequate supply of Gas and Water Type Valve Boxes in stock in order to assure delivery to Richmond Gas Works after receiving notification. The contractor must have adequate supply on hand and ready to ship at all times.

B. Richmond Gas Works has listed all major items on the bid form, which are utilized by Richmond Gas Works in conjunction with its operations. There may be ancillary items that must be purchased by RGW during the term of this contract. Under these circumstances, a RGW representative will contact the primary contractor to obtain a price quote for the ancillary items. RGW reserves the right to award these ancillary items to the primary contractor or another contractor based on the lowest price quote.

C. All Gas and Water Type Valve Boxes shall be warranted against defective parts and materials for one (1) year from the date of acceptance, excluding vandalism.

D. All Gas and Water Type Valve Boxes proving defective within the warranty period shall be replaced without charge to the City of Richmond by the Contractor.
5. **PRICE LISTS**

Bidder shall submit with his bid the current price lists published by the manufacturer. The successful bidder or bidders shall be required to furnish at least two (2) copies of such price lists and all revisions thereto, during the period of the contract.

6. **PRICING**

A. Bids shall consist of a firm fixed price.

B. Bidders must complete the yellow highlighted sections of the bid form. Bid Form must be completed electronically and a hard copy of the bid form must be submitted before the due date. Bidders must sign the Bid Form. Bidders must provide a price for all highlights sections on the bid form. If a sections is left blank the bid may not be considered.

C. The quantities shown are estimates only and RGW shall provide the precise quantities needed when placing an order for delivery with the contractor.

D. The Bid Form is provided on a Microsoft Excel document. Bidders are to complete the Bid Form pricing electronically, print off, and submit with the Signature Sheet in lieu of a handwritten Bid Form submissions.

E. The Bid Price offered for FOB destination shall be all inclusive. Delivery FOB Destination: City of Richmond, DPU Warehouse, 400 Jefferson Davis Highway, Richmond, VA 23224.

7. **CONTRACT AWARD**

Contract award will be made to the responsive and responsible bidder with the lowest bid. The City reserves the right to conduct any test it may deem necessary to determine the responsibility of bidders. The City of Richmond also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City of Richmond to be in its best interest. The City also reserves the right to award in whole or in part; to one vendor or multiple vendors, whichever is deemed to be most advantageous and in the best interest of the City. These services are to be supplied on an “if and when needed” basis in accordance with requirements specified herein and based on prices submitted on this IFB.

8. **PRICE ESCALATION/DE-ESCALATION**

Price adjustments may be permitted for changes in the contractor’s cost of materials not to exceed the increase in the following index/indices Consumer Price Index – All Urban Consumers; Not Seasonally Adjusted; Area – U.S. City Average; Item – Commodities. Price increases will be authorized only once for 365 calendar days after the effective date of the contract. Price escalation may be permitted only once every 365 days thereafter.
and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

The Department of Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Department of Procurement Services.

END OF SPECIFICATIONS
PART II
INSTRUCTIONS TO BIDDERS

1. **AUTHORIZED SIGNATURE**
   All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract.

2. **AWARD**
   Pursuant to City Code § 21-55(a), the City will make the award to the lowest responsive and responsible bidder. Whenever the City, in its sole discretion, deems it to be in the City’s best interest to do so, the City reserves the right:
   
   A. To conduct any test it deems advisable.
   
   B. To make all evaluations necessary.
   
   C. To cancel this solicitation or to reject any or all bids, in whole or in part, as authorized by City Code § 21-72(a).
   
   D. To waive informalities as authorized by City Code § 21-72(b).
   
   E. To delete items prior to making the award.
   
   F. To negotiate an adjustment of the bid price with the lowest responsive and responsible bidder if and to the extent permitted by City Code § 21-55(b).
   
   G. To award to more than one bidder as authorized by City Code § 21-55(a).

   Each bidder to whom a contract is to be awarded must register with the City prior to award through the City’s Supplier Registration Portal ([http://www.richmondgov.com/Procurement/SupplierPortal.aspx](http://www.richmondgov.com/Procurement/SupplierPortal.aspx)) and provide the banking information necessary to facilitate Automated Clearing House electronic payments. This registration is a condition of award.

3. **BIDDERS NOT DEBARRED**
   By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contract by any agency of the federal government, any agency of any other state, or any other public body or agency thereof.

4. **CONTRACTOR MISREPRESENTATION**
A. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any contract awarded under this solicitation to that bidder.

B. Any bidder falsely representing past or proposed Minority Business Enterprise / Emerging Small Business participation may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract.

5. **Delivery and Time for Holding of Bid**

A. General terms such as “stock,” “immediately,” and “as soon as possible,” if included as part of a bid, will not be deemed more favorable to the City than any required delivery terms and, in the absence of any required delivery terms, may result in the bidder being deemed nonresponsive.

B. By signing its bid, the bidder offers and agrees, if the City accepts its bid within 90 calendar days from the date of the opening of bids, to furnish any and all items upon which prices are quoted at the same prices set opposite each item, delivered to the point specified in this Invitation for Bids, and at the time specified in the bid.

6. **Descriptive Literature**

The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

7. **Disqualification Due to Participation in Preparation of Solicitation.**

A. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

B. For purposes of this section 7 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

1. Serving as a director or deputy director of the agency which has initiated the procurement;

2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
(3) Serving as the procurement manager for the agency which has initiated the procurement;

(4) Serving as the procurement officer in charge of the procurement;

(5) Assisting in the development of specifications for invitations for bids or requests for proposals;

(6) Attending an evaluation committee meeting that is closed to the public;

(7) Voting on or scoring a bid or proposal; or

(8) Any other participation in the procurement process which could lead to unfair advantage.

C. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.

D. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person’s firm shall be disqualified from responding to the solicitation for violating the City’s no contact policy because the person discussed the solicitation with a City representative other than the contract specialist responsible for the procurement.

E. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 7 (“Disqualification Due to Participation in Preparation of Solicitation”) and City Code § 21-281 may appeal the Chief Administrative Officer’s determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

8. **ETHICS IN PUBLIC CONTRACTING; NO KICKBACKS OR CONFLICTS OF INTEREST**

A. By signing this solicitation, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The bidder agrees that if such warranty is in any respect breached, the bidder will pay
to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder’s bid.

B. By signing and submitting its bid in response to this Invitation for Bids, the bidder represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Invitation for Bids and, further, that the bidder’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Invitation for Bids and any resulting contract with the City.

9. **Exceptions**
An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder’s bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

10. **Incorporation of Policies and Procedures**
This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and any revisions thereof, all of which are hereby incorporated into this solicitation by reference. Copies of these documents may be viewed at the City’s website (www.RichmondGov.com).

11. **Licenses, Permits, and Fees.**
All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

12. **Minority Business Enterprise / Emerging Small Business Participation**
The City has a commitment to the development of its minority and emerging small business communities. The City therefore encourages the use of minority business enterprises and emerging small businesses on all City contracts to the fullest extent reasonably possible. For this particular solicitation, it has been determined that minority business enterprise and emerging small business participation of 0% is reasonably possible given the availability of minority business enterprises and emerging small businesses for the scope of work covered by this solicitation. The City's Office of Minority Business
Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Bidders’ assistance in helping the City achieve its priorities is greatly appreciated.

13. **WITHDRAWAL OF BIDS**

13.1 **CONDITIONS FOR WITHDRAWAL**

13.1.1 **BEFORE DEADLINE FOR RECEIPT**

A bidder may withdraw the bidder’s bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.

13.1.2 **AFTER DEADLINE FOR RECEIPT**

Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder’s bid after the deadline fixed in this Invitation for Bids for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of this section 13.

13.2 **PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE**

A. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.

B. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder’s original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in this section 13.2. The work papers, documents and materials submitted by the bidder shall, at the bidder’s request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.

C. The failure of a bidder to submit the bidder’s original work papers, documents and materials used in the preparation of the bidder’s bid at or prior to the time fixed for the opening of bids constitutes a waiver by the
bidder of the bidder’s right to withdraw the bidder’s bid due to an error or mistake.

D. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

E. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this section 13.2, the lowest remaining bid shall be deemed to be the low bid.

F. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.

G. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director’s decision regarding the bidder’s request to withdraw the bidder’s bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of this section 13.2, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

13.3 CONSEQUENCE IF BID NOT WITHDRAWN
If the bidder does not withdraw the bidder’s bid as provided in this section 13, or if the bidder is not permitted to withdraw the bidder’s bid as described in section 13.2(G), the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder’s bid or offer.

14. NON-DISCRIMINATION
The City does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

15. ORAL EXPLANATIONS OR INTERPRETATIONS
A. All inquiries requesting clarification of this Invitation for Bids should be made in writing no later than ten business days prior to the closing date to the Contract Specialist identified on the cover page of this solicitation. If submitting an inquiry by facsimile transmission, the bidder should notify the Contract Specialist by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Invitation for Bids. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Invitation for Bids. Inquiries that the Contract Specialist determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.

B. No oral explanation in regard to the meaning of this Invitation for Bids will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Invitation for Bids that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each bidder known to have received the Invitation for Bids. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.

C. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Invitation for Bids documents. All persons receiving Invitation for Bids documents issued by the City will be provided copies of addenda. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder’s bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.

D. Any contact with any City representative concerning this Invitation for Bids other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.

E. The Specifications and the General Terms and Conditions attached to this Invitation for Bids are hereby expressly made a part of and incorporated into this Invitation for Bids. The Specifications and the General Terms and Conditions shall be a part of any contract that results from this Invitation for Bids. This Invitation for Bids also includes a sample of the City’s form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Invitation for Bids.

16. **Posting of Intent to Award**
Following the selection and signing of a contract, the Purchasing Officer will notify those bidders whose bids are not selected of the name of the selected bidder. Bidders should note that it may take up to two months to award this contract.

17. **Public Inspection of Records.**
   
   A. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
   
   B. Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids, but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
   
   C. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.
   
   D. Budgets and price quotations are considered public information in bids submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.
   
   E. All bids submitted under this solicitation will become the property of the City and will not be returned.

18. **Samples**
   
   Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder’s expense.

19. **Separate Invitations**
   
   Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered.

20. **State Corporation Commission Form**
   
   A. State law requires most business entities to register with the Commonwealth of Virginia’s State Corporation Commission to obtain legal authorization to transact
business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

B. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Invitation for Bids.

C. By signing its bid in response to this Invitation for Bids, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any contract between the City and the bidder that results from this Invitation for Bids. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City’s use and acceptance of such form, or its acceptance of the bidder’s statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

21. **Submission of Bids**

A. Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number and the date and hour of opening of bids. Failure to do so may cause bid not to be considered.

B. Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.

C. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.
D. Bids submitted in pencil may be cause for rejection.

E. Should any additions or deductions or any changes in price or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.

F. The City is not responsible for the mishandling of any bid not properly identified on the outside of the package.

G. The City is not responsible for bids delivered to places other than as indicated in the bid package.

H. Late bids shall be deemed non-responsive and shall not be accepted.

22. **UNIT PRICING**
   Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause the bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

23. **USE OF BRAND NAMES**
   Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the bidder proposes an equal of the brand or trade name referred to, the bidder must furnish full particulars. If no mention is made of any exceptions, it is assumed that the bidder is bidding on the article mentioned and not an approved equal, and the bidder will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

**END OF INSTRUCTIONS TO BIDDERS**
PART III
GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire 2 years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to the City’s renewal clause as set forth in this Contract. This provision in no way affects or alters the City’s ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to three (3) one year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes without the prior written consent of the Director of Procurement Services.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for the City’s use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in
combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Invitation for Bids, the City intends that MBE/ESB participation proposed as part of any bid in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor’s Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 (“Policy”) above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council
of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

“a. It shall be an unlawful employment practice for an employer:

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 Richmond City Code Compliance. Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

(a) During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Bid.

3.2 **Deliveries.** All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor’s proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City’s issuance of a purchase order within which the Contractor must make delivery.
3.3 Terms. The City’s payment terms are Net 45 unless the bidder proposes payment terms that the City deems to be more favorable to the City than Net 45 by printing such payment terms in the space provided on the Bid Form. Time allowed for cash discounts will be computed from the date of the City’s receipt of a proper invoice or the date of delivery to the City of the items invoiced, whichever is later.

3.4 Subject-to-Appropriations. All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 When City Obligated to Pay. The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 Offset Clause. Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 Taxes. All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption and will furnish its tax exemption certificate upon request. However, if the bidder believes that certain taxes are properly payable by the City, it may list such taxes separately in each case directly below the respective item bid price.

3.8 Invoices. The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor’s federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City’s Department of Finance at either:

accounts_payable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.
The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the “Requester” identified on the purchase order at the “Ship To” address identified on the purchase order.

3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a MBE or ESB subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such MBE or ESB subcontractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to MBE or ESB subcontractors or contractors.

3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the City’s option, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
4.2.1 Costs and Premiums. The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.

4.2.2 Policy Requirements. All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(i) Subrogation against the City shall be waived.

(ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.

(iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City.

(iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 Evidence to Be Furnished.

4.2.3.1 Endorsements. The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 (“Insurance”). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 Certificates of Insurance. The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City. All certificates of insurance shall show the City’s Contract Number.

4.2.3.3 Contracts and Policies. The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 (“Insurance”) unless requested at any time by the City’s Director of Procurement Services.
4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 (“Insurance”):

(i) Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(ii) Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(iii) Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.

(iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per claim.

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor’s business affairs without the prior written consent of the City.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City’s Director of Procurement Services.

6.0 **Remedies and Termination.**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor’s failure to perform its obligations under this Contract or to otherwise adhere to the terms
and conditions of this Contract by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City’s satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City’s notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor’s intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor’s notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.
6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 **Dispute Resolution.**

7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

7.3 **Contractual Claims.**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. (See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).)

7.3.2 **Required Contents of Claim Submission.** The Contractor’s claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director’s sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 (“Contractual Claims”) and in City Code § 21-167 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).)
7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).*)

7.3.5 **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-169. (*See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).*)

7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See City Code § 21-167(e).*)

7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See City Code § 21-170; see also Va. Code § 2.2-4366.*)

7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 **Miscellaneous Provisions.**

8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records
subject to audit under this provision for a period of not less than five years after the expiration or earlier termination of this Contract locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.

8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract’s subject matter shall be of any effect.

8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City’s Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person’s authorized agent, representative or officer
wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the City’s Contract Number and shall be directed to:

Director of Procurement Services  
Department of Procurement Services  
City of Richmond  
900 East Broad Street, Room 1104  
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor’s bid.

**END OF GENERAL TERMS AND CONDITIONS**
PART IV
SPECIAL TERMS AND CONDITIONS

1.0  **COOPERATIVE PROCUREMENT**

A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.

B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent’s response to the solicitation.

C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.

D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.

E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.
This Day, ___________________, __________________________________ personally appeared before me, a Notary Public in and for the City (County) of __________________________________, and being by me first duly sworn, states that all Subcontractors and suppliers of labor, equipment and materials have been paid all sums due them for work performed or materials and equipment furnished in the performance of the contract between the City of Richmond, Virginia, Owner, and ____________________________, Contractor, dated _______________ 20____, for the construction of __________________________________; or arrangements have been made by the Contractor satisfactory to such Subcontractors and suppliers with respect to the payments of such sums as may be due them by the Contractor.

By __________________________________

Title __________________________________

Subscribed and sworn to before me this ______ day of ___________________ 20____.

My Commission expires on the ______ day of ___________________ 20____.

___________________________________
Notary Public
CITY OF RICHMOND
BID BOND

KNOW ALL MEN BY THESE PRESENTS: That ____________________________, the Contractor ("Principal"), whose principal place of business is located at ____________________________, and ____________________________ ("Surety"), whose address for delivery of ‘Notices’ is located at ____________________________, are held and firmly bound unto the City of Richmond, Virginia, the Owner ("Obligee") in the amount of five percent of the Total Amount Bid by the Principal, for the payment of which sum the Principal and the Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid in response to Invitation for Bids No. ________ for ________:

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are as follows:

1. This Bid Bond shall guarantee that:
   a. The Principal will not withdraw its bid during the period of 60 days following the opening of bids.
   b. If the Obligee accepts the Principal’s bid, the Principal will enter into a formal contract with the Obligee in the form of the Construction Contract included as part of the Invitation for Bids.
   c. The Principal will submit the required Certificate of Insurance, any other required insurance documents and, if required by the Invitation for Bids, a properly executed Performance Bond and Labor and Material Payment Bond on the forms for such bonds included as part of the Invitation for Bids or such alternative forms of security as may be permitted under the Contract Documents.
   d. In the event the Principal either (i) withdraws its bid during the period specified in subsection (a) above or (ii) fails, refuses or neglects to enter into the contract specified in subsection (b) above and give the insurance documents and bonds specified in subsection (c) above within 15 days after the Principal has received notice of the Obligee’s acceptance of its bid, the Principal and the Surety shall be jointly and severally liable to the Obligee for the difference between the amount specified in the Principal’s bid and such larger amount for which the Obligee may contract with another party to perform the work covered by said bid, up to the amount of the bid guarantee.

2. The Obligee, the Principal and the Surety agree that the amount for which the Principal and the Surety shall be jointly and severally liable to the Obligee pursuant to section 1(d) above represents the damage to the Obligee on account of the default of the Principal in any particular of section 1 above.

3. The Surety represents to the Obligee and the Principal that it is legally authorized to transact surety business in the Commonwealth of Virginia.
Signed and sealed this ________ day of ____________.

 Contractor / Principal  
( SEAL )

 By: ____________________________________________

 Witness  
Title: ____________________________________________

 Surety  
( SEAL )

 By: ____________________________________________

 Attorney-in-Fact  
Typed Name: ______________________________________

 AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF ____________________________________________
CITY of ____________________________________________

I, the undersigned notary public, do certify that ____________________, whose name is signed to the foregoing bid bond in the amount of five percent of the Total Amount Bid and which names the City of Richmond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of ____________________, a ____________________ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety’s act and deed. Such individual has further certified that such individual’s Power of Attorney has not been revoked.

Given under my hand this ____________ day of ____________.

 Notary Public  
( SEAL )

My name (printed) is: ____________________________.
My Notary Registration No. is: _________________________.
My commission expires: ____________________________.
CONTRACT NO. <CONTRACT NUMBER>

CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this _______ day of _________________________, 2019 (the “Commencement Date”) between the City of Richmond, Virginia (the “City”) and <CONTRACTOR NAME> (the “Contractor”), is binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Invitation for Bids No. <BID NUMBER> (the “Invitation for Bids”) for <PROJECT TITLE>.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.

2. **Contract Amount.** The maximum authorized contract amount for this Contract is <AMOUNT IN WORDS> U.S. dollars ($<AMOUNT IN NUMERALS). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents. Acceptance of other orders are at the Contractor’s sole risk.

3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
   A. This Goods and Services Contract between the City and the Contractor.
   B. The Terms and Conditions attached to the Invitation for Bids (as modified by any addenda).
   C. The Statement of Needs attached to the Invitation to Bid.
   D. The Contractor’s bid dated <DATE>.
   E. The Instructions to Bidders attached to the Invitation for Bids (as modified by any addenda).

   All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:  
By:  
(signature in ink)  
Date

For the CITY:
By: Betty J. Burrell  
Director of Procurement Services  
(Date)

(typed name)  
(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL
CITY OF RICHMOND
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, the Contractor ("Principal") whose principal place of business is located at _____ and _________________________________ ("Surety") whose address for delivery of ‘Notices’ is located at _________________________________ are held and firmly bound unto the City of Richmond, Virginia, the Owner ("Obligee"), in the amount of _____ Dollars ($____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____ entered into Contract No. _____ with Obligee for _____ which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

SIGNATURES AND SEALS ON FOLLOWING PAGE
Signed and sealed this ____ day of __________________.

Contractor / Principal  (SEAL)

By: __________________________

Witness

Title: __________________________

Surety  (SEAL)

By: __________________________

Attorney-in-Fact

Typed Name: ____________________

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF __________________________________________
CITY of _____________________________________________________

I, the undersigned notary public, do certify that ____________________________, whose name is signed to the foregoing performance bond in the sum of $_________________________ and dated ______________ and which names the City of Richmond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of ______________________, a ______________________ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety’s act and deed. Such individual has further certified that such individual’s Power of Attorney has not been revoked.

Given under my hand this ____ day of __________________.

Notary Public  (SEAL)

My name (printed) is: ______.
My Notary Registration No. is: ______.
My commission expires: ______.

APPROVED:

__________________________  ______________________
Assistant City Attorney       Date
TERMS AND CONDITIONS OF THE PERFORMANCE BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor promptly and faithfully performs the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond.

3. In the event of the Contractor’s Default, and subsequent notification to the Surety pursuant to Section 8.1 of the General Conditions of the Construction Contract, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Construction Contract. Paragraph 4, below, sets forth the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner’s interests, without further notice to the Surety, and the Owner shall be entitled to enforce any remedy available to the Owner under the Construction Contract or under Virginia law.

4. Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall neither toll any Construction Contract time periods nor operate as a waiver of any of the Owner’s rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner’s sole discretion:

   4.1. By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Construction Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner, at its sole discretion, consents, the Contractor may serve as the Surety’s independent contractor; however, due to conflicts with the City Procurement Code and the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety; or

   4.2 The Surety may, if acceptable to the Owner and at the Owner’s sole discretion, waive its right to perform and complete the Construction Contract, and with reasonable promptness under the circumstances:

      4.2.1. Pay to the Owner all amounts for which it may be liable to the Owner as surety on this Performance Bond, including the damages described in Paragraph 6 below; or

      4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons therefor.
5. If, after the meeting described in Paragraphs 3 and 4, above, the Surety does not proceed with reasonable promptness with one of the options provided in Subparagraphs 4.1 or 4.2 (including its subparts) above, the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.

6. After the Owner has terminated the Contractor’s right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1 or 4.2.1, above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Construction Contract, provided the Owner commits the Balance of the Construction Contract Price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional legal, design professional and delay costs resulting from (i) the Contractor’s Default and (ii) the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor. The Owner, at its sole discretion, may waive its claim to delay costs and liquidated damages, either or both.

7. The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Construction Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.

8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. The
Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any change orders.

9. The Owner may institute any proceeding, legal or equitable, under this Bond in any court of competent jurisdiction located in the city of Richmond, Virginia, as permitted under the Construction Contract, City Code § 74-67 (Virginia Code § 2.2-4337) and City Code § 74-68 (Virginia Code § 2.2-4340). The Contractor or the Surety may institute any proceeding, legal or equitable, under this Bond in any court of competent jurisdiction located in the city of Richmond, Virginia, as permitted under the Construction Contract or under Virginia law.

10. Notice to the Surety shall be mailed or delivered to the address shown on the Performance Bond in the space for Surety address for delivery of Notices.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond when furnished to comply with statutory requirements.

12. For purposes of these Terms and Conditions, the following words and phrases have the meanings ascribed to them by this paragraph:

12.1. “Balance of the Construction Contract Price”: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. “Construction Contract”: The agreement between the Owner and the Contractor identified on first page of the Performance Bond, including all contract documents and duly executed modifications and change orders thereto.

12.3. “Contractor’s Default”: Failure of the Contractor, as defined under Section 8.1 of the General Conditions of the Construction Contract, which has neither been remedied, as permitted under Section 8.1 at the Owner’s sole discretion, nor expressly waived by the Owner, to perform or otherwise to comply with the terms of the Construction Contract.

13. Nothing in these Terms and Conditions shall prevent a surety from becoming involved in the Construction Contract prior to termination, upon notice from the Owner of the Contractor’s failure to promptly and faithfully perform the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract.
CITY OF RICHMOND
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ____, the Contractor (“Principal”) whose principal place of business is located at ____ and ______________________________________ (“Surety”) whose address for delivery of ‘Notices’ is located at ______________________________________ are held and firmly bound unto the City of Richmond, Virginia, the Owner (“Obligee”), in the amount of ___ Dollars ($____) for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated ____ entered into Contract No. ____ with Obligee for ____ which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and the Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A “subcontractor” of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). “Labor” and “material” shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefor before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.
3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant:

a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any change orders.

6. The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

SIGNATURES AND SEALS ON FOLLOWING PAGE
Signed and sealed this _____________ day of _____________.

___________________________
Witness

___________________________
Contractor / Principal (SEAL)

___________________________
By:

Title: _____________________________

___________________________
Surety (SEAL)

___________________________
By:

Attorney-in-Fact

Typed Name: _____________________________

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF _______________________________________________________
CITY of __________________________________________________________

I, the undersigned notary public, do certify that _____________________________, whose name is signed to the foregoing labor and material payment bond in the sum of $___________________________ and dated _____________________________ and which names the City of Richmond, Virginia, as Obligee, personally appeared before me today in the above jurisdiction and made oath that such individual (i) is the attorney-in-fact of _____________________________, a _____________________________ corporation which is the Surety in the foregoing bond, (ii) is duly authorized to execute on the above Surety’s behalf the foregoing bond pursuant to the Power of Attorney noted above, and (iii) acknowledged, on behalf of the above Surety, the foregoing bond before me as the above Surety’s act and deed. Such individual has further certified that such individual’s Power of Attorney has not been revoked.

Given under my hand this _____________ day of _____________.

___________________________
Notary Public (SEAL)

My name (printed) is: _______.
My Notary Registration No. is: _______.
My commission expires: _______.

APPROVED:

___________________________
Assistant City Attorney Date
Field Change Order Directive (FCOD)

Vendor Name: ___________________________  FCOD No. ___________________________
Vendor Code: ___________________________  Contract No. ___________________________
Department: _____________________________  Project: ________________________________
Division: ________________________________  Date: _________________________________

This Field Change Order Directive authorizes the Contractor to proceed with the proposed Change Order scope of work (as defined below) for forty-five (45) working days in order to allow for the preparation and completion of final approved and fully documented and executed Change Order documents. By signing this Field Change Order Directive, the parties certify that the work required directly results from unforeseen conditions that impact the project’s delivery and schedule. All changes and work is subject to the General Terms & Conditions, Special Provisions, Technical Specifications and Drawings within the Contract Documents for the project.

Project Manager authorized field change orders are limited to $5,000 per occurrence. Change Orders above this level must be authorized in accordance with policy and procedures established by the Director of Procurement (Purchasing Policy No. 36). In no event shall the sum total of all Change Orders under this contract exceed 20 percent of the original contract value except as provided in the aforementioned policies and procedures.

This Change Order Directive expires on (Date) ____________________. The Proposed Change Order Amount below is a Not-To-Exceed (NTE) amount. The scope changes to the above contract resulting in this proposed Change Order are summarized as follows:

<table>
<thead>
<tr>
<th>Fiscal</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount: __________________</td>
<td>Original Start Date: __________________</td>
</tr>
<tr>
<td>Previous Adds/Deducts: __________________</td>
<td>Orig. Contract Period: __________________</td>
</tr>
<tr>
<td>Current Contract Amount: __________________</td>
<td>Orig. Completion Date: __________________</td>
</tr>
<tr>
<td><strong>Proposed C.O. Amount:</strong> __________________</td>
<td><strong>Proposed Add:</strong> __________________</td>
</tr>
<tr>
<td>Revised Contract Amount: __________________</td>
<td>Revised Contract Period: __________________</td>
</tr>
<tr>
<td>C.O. % Increase: __________________</td>
<td>Rev. Contract Comp. Date: __________________</td>
</tr>
<tr>
<td>% Increase: __________________</td>
<td>% Increase: __________________</td>
</tr>
</tbody>
</table>

**Outside Approvals**

**Contractor Firm**

By: _____________________________

Signature  Date

**Internal Approvals**

**Project Manager**

Date

**Project Administrator/Supervisor**

Date

**Agency Director (as needed)**

Date

**Contract Specialist**

Date

**Director of Procurement**

Date
**Proposed Change Order Form**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Subcontractor</th>
<th>GC</th>
<th>General Contractor</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Labor</td>
<td>Materials</td>
<td>Equipment</td>
<td>Overhead &amp; Profit</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2</td>
<td></td>
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<td>9</td>
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<tr>
<td>10</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal** $ -

**Additional Bond Premium (1%)** $ -

**Total Proposed Change Order Amount** $ -
Proposed Change Order Form (PCO Form)
Instructions to Contractors for Completing the PCO Form

1. The Contractor shall be responsible for filling in accurate and complete information throughout the entire PCO Form.

2. “Change Order Description” shall include a summary of all change order items indicated on the PCO Form for approval. Additional back up documentation shall be provided per specification Section 5.4.3.a “Back-Up Documentation”.

3. “Description” shall include a brief description of the work for the item for which pricing is being provided.

4. “Subcontractor Labor, Materials, Equipment” shall demonstrate the costs associated with each category for the subcontractor.

5. “Subcontractor Overhead & Profit” shall demonstrate the overhead and profit due to the Subcontractor on all the labor performed and material and equipment supplied. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.

6. “GC Overhead and Profit (sub)” shall demonstrate the overhead and profit due to the General Contractor on all labor performed by the Subcontractor and material and equipment supplied by the Subcontractor. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.

7. “General Contractor Labor, Materials, Equipment” shall demonstrate the costs associated with each category for the General Contractor.

8. “General Contractor Overhead and Profit” shall demonstrate the overhead and profit due to the General Contractor on all the labor performed and material and equipment supplied. This cell is a locked cell with a calculation including a pre-determined percentage of overhead and profit that conforms to the amount listed in the Invitation for Bid.

9. “Total Amount” shall demonstrate the total cost associated with the corresponding Proposed Change Order Item. This cell is a locked cell with a calculation for determining the correct value.

10. “Subtotal” shall demonstrate the sum of all Proposed Change Order Items prior to any Additional Bond Premium. This cell is a locked cell with a calculation for determining the correct value.
11. “Additional Premium Amount” shall demonstrate one percent (1%) of the subtotal amount per specification Section 5.4.3 “Proposed Change Order Form and Format”. This cell is a locked cell with a calculation including a pre-determined percentage that conforms to the amount listed in the specification.

12. “Total Proposed Change Order Amount” shall demonstrate the sum of “Subtotal” and “Additional Bond Premium” providing the total cost of the proposed change order. This cell is a locked cell with a calculation for determining the correct value.

13. “Contractor Signature” shall be signed by the authorized representative of the General Contractor. This signature must be present prior to review and consideration by the Owner.
CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No.: ______  Contract No.: ______
Project: ______  Vendor Name: ______
Department: ______  Vendor Code: ______
Division: ______
Date: ______

The following changes to the above contract are hereby made based upon the following justification
(Attach itemized cost changes): ______

| SUMMARY |
|------------------|------------------|------------------|
| Original Contract Amount | $____ | Original Start Date (NTP) | _____ |
| Previous Additions | $____ | Original Contract Period | ____ days |
| Current Contract Amount | $____ | Previous Additional Time | ____ days |
| This Change Order | $____ | This Change Order | – increase – decrease |
| New Contract Amount | $____ | New Contract Period | ____ days |
| Cumulative Percent | | New Completion Date | _____ |

[ ] Increase  [ ] Decrease  _____%  

OUTSIDE APPROVALS:  INTERNAL APPROVALS:

CONTRACTOR APPROVAL:

Firm  Project Manager  Date
______________________________  ________________________________  __________________
By:  Signature  Date
______________________________

ARCHITECT/ENGINEER APPROVAL:

Firm  Agency Fiscal Representative  Date
______________________________
By:  Signature  Date
______________________________

CONSULTANT APPROVAL:

Firm  Director of Procurement Services  Date
______________________________
By:  Signature  Date
______________________________

**Signature of this document by the Requesting Department’s Director or designee confirms that funding is available in the project budget for the above price increase and that this Change Order is in compliance with the requirements of Purchasing Policy No. 36, Construction Change Orders.**

Revised 2/4/16
This form is used for Automated Clearing House (ACH) payments from the City of Richmond.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). The information will be used by the City of Richmond’s Finance Department to transmit payment data, by electronic means, to the vendor’s financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.

<table>
<thead>
<tr>
<th>PAYEE / COMPANY INFORMATION</th>
<th>To be completed by payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Type:</td>
<td>COR Vendor Number (given by Procurement's APA)</td>
</tr>
<tr>
<td>□ New □ Change</td>
<td></td>
</tr>
<tr>
<td>Name of Payee</td>
<td></td>
</tr>
<tr>
<td>SSN No. or Tax Identification No.</td>
<td>Contact Person</td>
</tr>
<tr>
<td>Address</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>City State Zip Code</td>
<td>Email Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCIAL INSTITUTION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Address (street or P.O. Box, City, State and Zip Code)</td>
</tr>
<tr>
<td>Type of Depositor Account</td>
</tr>
<tr>
<td>□ Checking □ Savings</td>
</tr>
<tr>
<td>Routing Number</td>
</tr>
</tbody>
</table>

Printed name of Payee or Company Representative

Title

Signature of Payee or Company Representative

Date
EDI Payment Agreement for Contractors

This Agreement is entered into as of this _______ day of ______________, 20____, between the City of Richmond, Virginia (“City”) and ______________ (“COMPANY”).

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the “Business Agreements”) by utilizing, at the City’s option, electronic data interchange (“EDI”). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 74-9 / Virginia Code § 2.2-4352. If the EDI payment cannot be completed on such date, the City’s payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when COMPANY’s Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit. 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without COMPANY’s written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement.

COMPANY understands and acknowledges that the City will deliver the remittance data to COMPANY’s designated Depository Institution.

COMPANY shall provide the City written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to the City’s Department of Finance via:

- Fax to: (804) 646-5409, or
- U.S. Mail to: City of Richmond Department of Finance, Assistant City Controller, 900 East Broad Street, Room 1004, Richmond, Virginia 23219.

A “Trading Partner Notification of Change” form can be printed from the website of the Department of Finance (www.richmond.gov/departments/finance), the changed information filled in, and the form faxed or mailed to the fax number or address above, respectively.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent payment, or payment in error. Any return shall, at COMPANY’s option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which COMPANY’s Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by COMPANY by the due date thereof because of failure or delay by the funds transfer system or rejected by COMPANY’s bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered, and the City shall not be in breach of the Business Agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon 30 days notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof. In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

COMPANY: _______________________________ Signature: _______________________________

Print Name: _______________________________

Title: _______________________________
Construction Contractor Performance Evaluation

Contract No.: ____________________  Original Contract Amount: ____________________

Project Title: ____________________  Final Contract Amount: ____________________

Contractor: ____________________  No. of Change Orders: ____________________

Agency: ____________________  Project Duration: ____________________

A/E Firm: ____________________  Construction Manager: ____________________

City Project Manager: ____________________

Please check the box that best describes your answer to the following questions and provide comments for each in the space below each question.

1. How well has the Contractor’s Project Manager performed?

   □ Excellent  □ Very Good  □ Good  □ Fair  □ Poor

   ____________________

   ____________________

2. How well has the Contractor’s Project Superintendent performed?

   □ Excellent  □ Very Good  □ Good  □ Fair  □ Poor

   ____________________

   ____________________

3. How would you rate the quality of the project management in regards to subcontractors and suppliers?

   □ Excellent  □ Very Good  □ Good  □ Fair  □ Poor

   ____________________

   ____________________

4. How was the Contractor’s ability to perform per the project schedule?

   □ Excellent  □ Very Good  □ Good  □ Fair  □ Poor

   ____________________

   ____________________
5. How was the quality of the Contractor’s subcontractors/suppliers?

- Excellent
- Very Good
- Good
- Fair
- Poor

6. Describe the Contractor’s coordination between the City, A/E firm, and Construction Manager (if applicable).

- Excellent
- Very Good
- Good
- Fair
- Poor

7. Describe the quality of the Contractor’s finished project.

- Excellent
- Very Good
- Good
- Fair
- Poor

8. Describe the quality of the Contractor’s submitted change orders and back-up documentation.

- Excellent
- Very Good
- Good
- Fair
- Poor

9. Describe the quality of the Contractor’s submitted payment invoices.

- Excellent
- Very Good
- Good
- Fair
- Poor

10. Describe the quality of the Contractor’s project submittals.

- Excellent
- Very Good
- Good
- Fair
- Poor
11. Describe the quality of the Contractor’s project closeout documents.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

12. Describe the Contractor’s ability to adapt and overcome project difficulties.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

13. Describe the quality of the Contractor’s safety program implemented on the jobsite.

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

14. How would you rate the overall performance of project?

☐ Excellent    ☐ Very Good    ☐ Good    ☐ Fair    ☐ Poor

15. Other evaluation comments:

Evaluator’s Name: ____________________________
Evaluator’s Signature: ____________________________
Date of Evaluation: ____________________________

**Upon completion, the Evaluator shall provide a copy of the completed evaluation to the Contractor and the City’s Department of Procurement Services.**
MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor, Suite 1603
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
http://www.RichmondGov.com/MBD

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>PROJECT NAME/CONTRACT No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME:</th>
<th>PHONE #</th>
<th>Fax#</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS LICENSE No.</th>
<th>BUSINESS LICENSING JURISDICTION:</th>
<th>FED ID NO/SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**PROPOSED PARTICIPATION CODES**
- A = First, Second, and/or Third Tier Subcontracting
- B = Supply Purchases
- C = Joint Venture
- D = Mentor-Protégé
- E = Other Credibly Viable Method

**OWNERSHIP CODES**
- 1 = African American
- 2 = Hispanic American
- 3 = Asian American
- 4 = American Indian
- 5 = Other (Specify Below)

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME</th>
<th>PHONE</th>
<th>SCOPE OF WORK FOR PARTICIPATION IN CONTRACT</th>
<th>DOLLAR AMOUNT</th>
<th>PARTICIPATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co., Inc.</td>
<td>(XXX) 555-5555</td>
<td>Concrete Work</td>
<td>$20,000</td>
<td>A</td>
</tr>
<tr>
<td>110 Main Street</td>
<td>54-XXXXXX</td>
<td>Other Excavation</td>
<td>10%</td>
<td>2</td>
</tr>
</tbody>
</table>

*IF OWNED TYPE “5 = OTHER” SPECIFY HERE:

**MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND**

**TOTAL DOLLAR AMOUNT**

**TOTAL % OF CONTRACT**

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL:  

DATE:

MBE/ESB-2 Participation Commitment Form Revised Date 4/9/2015
INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)

2. **SCOPE OF WORK** – A commercially useful function performed by the contractor.

3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work initially contracted by the prime contractor to a subcontractor is considered 1st-tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd-tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

6. **SUPPLY PURCHASES** – The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.

7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.

8. **JOINT VENTURE** – An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.

9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING** – The prime contractor covers the bonding requirement for the subcontractor. MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.

   **Apprenticeship** – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.

10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT** – MBE/ESB monetary value and percentage of the subcontract.
### Contractor/Subcontractor

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Address</th>
<th>Phone No./Fed ID No. or SSN</th>
<th>Paid This Month</th>
<th>Paid-to-Date</th>
<th>Paid This Month</th>
<th>Paid-to-Date</th>
<th>Paid This Month</th>
<th>Paid-to-Date</th>
<th>Paid This Month</th>
<th>Paid-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Co., Inc.</td>
<td>110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX</td>
<td>$2,000</td>
<td>$8,000</td>
<td>3/01/2008</td>
<td>$30,000</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Scope of Work

- Yes
- No

### MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.
Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

1. Vendor Name, Address, Phone No., Federal ID No. provide vendor name, address, phone number and include Federal ID number in column.

2. MBE Paid This Month/Date Paid provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE) - a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.

MBE Paid to Date provide total amount paid to MBE subcontractor/supplier up to this pay application.

Dollar Value of Subcontract provide total subcontract dollar amount of original contract agreement.

In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

3. ESB Paid This Month provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) - a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

4. NON-MBE/ESB Paid This Month / Date Paid provide amount paid to subcontractor/supplier during current pay application.

5. Subcontract Completed did the subcontract work or supplier satisfy the conditions of the contract agreement?

6. Scope of Work describe work or service performed.

7. Invoices include all invoices for all payments.

8. MBE-3 Report & Invoices all MBE-3 forms and invoices can be mailed or emailed to MBD.Compliance@RichmondGov.com

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015